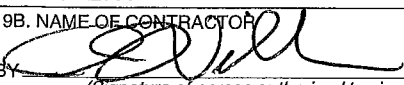
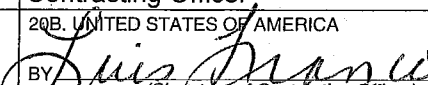


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF 34	
2. CONTRACT (Proc. Inst. Ident.) NO. DTFA-02-02-D-00354		3. EFFECTIVE DATE October 1, 2001		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY FAA, NAS Acquisition Contracting Team (AMQ-210) 6500 South MacArthur Blvd. P.O. Box 25082 Oklahoma City, OK 73125-4929		6. ADMINISTERED BY (If other than Item 5) FAA, NAS Acquisition Contract Mgmt. Team (AMQ-240) 6500 South MacArthur Blvd. P.O. Box 25082 Oklahoma City, OK 73125-4929		CODE		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) CNV Service Co., L.L.C. P.O. Box 720256 Oklahoma City, OK 73127-0256				8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Block 12			
CODE		FACILITY CODE		11. SHIP TO/MARK FOR See Individual Delivery Orders		12. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) P.O. Box 25710, Oklahoma City, OK 73125-4913	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) () <input type="checkbox"/> 41 USC 253(c) ()				14. ACCOUNTING AND APPROPRIATION DATA See Individual Delivery Orders			
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
000.		Transition Period - Changed to read from "Date of Award to October 31, 2001". Basic Contract Term: Changed to read from "November 1, 2001 to September 30, 2002". A revised Part I - Section B, is included herein.		1 Lot			
						15E. UNIT PRICE	
						15F. AMOUNT	
						Estimated	
				15G. TOTAL AMOUNT OF CONTRACT		\$1,266,139.50	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	23
X	B	SUPPLIES OR SERVICES AND PRICES/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7	X	J	LIST OF ATTACHMENTS	34
X	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	8		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	9		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	10		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	13				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ONE copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) JORGE I. VILLALON PRESIDENT				20A. NAME OF CONTRACTING OFFICER LUIS FRANCO Contracting Officer			
19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign)		19C. DATE SIGNED 9/28/01		20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		20C. DATE SIGNED 9/28/01	

NSN 7540-01-152-8069
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26-107
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STANDARD FORM 26 (REV. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

SCHEDULE I
Transition Period

Item	Service	Quantity	Unit of Service	Price	Amount
000.	Date of Award to October 31, 2001	1	Lot	\$6,850.	\$6,850.

Basic Contract Term
November 1, 2001 - September 30, 2002

Unit of Item	Service	Quantity	Unit of Service	Price	Amount
001.	Perform custodial services at MMAC in accordance with Statement of Work (Atch 1) and Service Exhibits (Atch 4).				
001a	* Service Exhibit Level 1	12	Mo.	\$114,200.	\$1,370,400.
001b	Service Exhibit Level 2	12	Mo.	\$102,933.	\$1,235,196.
001c	Service Exhibit Level 3	12	Mo.	\$ 91,665.	\$1,099,980.
	* See para 16 of SOW and Service Exhibits found at the end of the contract document .				
002.	Hourly Composite Rate ("Hourly Composite Rate" includes direct and indirect labor, overhead and profit.)				
	For cleaning work not specifically included in the contract which may come up during the contract period as follows:				
002a	Weekday Cleaning Work (Between 6 a.m. and 4:30 p.m.)	50	Hrs.	\$15.19	\$759.50
002b	Weekday Evening Cleaning Work (Between 4:30 p.m. and midnight)	50	Hrs.	\$15.19	\$759.50
002c.	Saturday/Sunday/Holiday/after hours Work (anytime day or night on week-ends, holidays or between midnight 6 a.m. on weekdays)	50	Hrs.	\$21.41	\$1,070.50
003.	Contractor Acquired Direct Materials			<u>ESTIMATED</u>	
	Contractor acquired direct materials used- in support of Item 002 shall be paid to the contractor in accordance with the provisions of the clause entitled "COST REIMBURSED MATERIALS" (See Clause G.4)			\$ 500.00	

PART I - SECTION B**SUPPLIES OR SERVICES AND PRICES/COSTS****SCHEDULE II**

Second Year (First Option Period)
October 1, 2002 - September 30, 2003

Unit of Item	Service	Quantity	Unit of Service	Price	Amount
001.	Perform custodial services at MMAC in accordance with Statement of Work (Atch 1) and Service Exhibits (Atch 4).				
001a.	* Service Exhibit Level 1	12	Mo.	\$114,200.	\$1,370,400.
001b.	Service Exhibit Level 2	12	Mo.	\$102,933.	\$1,235,196.
001c.	Service Exhibit Level 3	12	Mo.	\$091,665.	\$1,099,980.
	* See para 16 of SOW and Service Exhibits found at the end of the contract document.				
002.	Hourly Composite Rate ("Hourly Composite Rate" includes direct and indirect labor, overhead and profit.)				
	For cleaning work not specifically included in the contract which may come up during the contract period as follows:				
002a.	Weekday Cleaning Work (between 6 a.m. and 4:30 p.m.)	50	Hrs.	\$15.19	\$759.50
002b.	Weekday Evening Cleaning Work (Between 4:30 p.m. and midnight)	50	Hrs.	\$15.19	\$759.50
002c.	Saturday/Sunday/Holiday/after hours Work (anytime day or night on week- ends, holidays or between midnight 6 a.m. on weekdays)	50	Hrs.	\$21.41	\$1,070.50
003.	Contractor Acquired Direct Materials				<u>ESTIMATED</u>
	Contractor acquired direct materials used- in support of Item 002 shall be paid to the contractor in accordance with the provisions of the clause entitled "COST REIMBURSED MATERIALS" (See Clause G.1)				\$ 500.00

PART I - SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

SCHEDULE III

Third Year (Second Option Period)
October 1, 2003 - September 30, 2004

<u>Unit of Item</u>	<u>Service</u>	<u>Quantity</u>	<u>Unit of Service</u>	<u>Price</u>	<u>Amount</u>
001.	Perform custodial services at MMAC in accordance with Statement of Work (Atch 1) and Service Exhibits (Atch 4).				
001a.	* Service Exhibit Level 1	12	Mo.	\$114,200.	\$1,370,400.
001b.	Service Exhibit Level 2	12	Mo.	\$102,933.	\$1,235,196.
001c.	Service Exhibit Level 3	12	Mo.	\$091,665.	\$1,099,980.
	* See para 16 of SOW and Service Exhibits found at the end of the contract document.				
002.	Hourly Composite Rate ("Hourly Composite Rate" includes direct and indirect labor, overhead and profit.) For cleaning work not specifically included in the contract which may come up during the contract period as follows:				
002a.	Weekday Cleaning Work (Between 6 a.m. and 4:30 p.m.)	50	Hrs.	\$15.19	\$759.50
002b.	Weekday Evening Cleaning Work (Between 4:30 p.m. and midnight)	50	Hrs.	\$15.19	\$759.50
002c.	Saturday/Sunday/Holiday/after hours Work (anytime day or night on week- ends, holidays or between midnight 6 a.m. on weekdays)	50	Hrs.	\$21.41	\$1,070.50
003.	Contractor Acquired Direct Materials			<u>ESTIMATED</u>	
	Contractor acquired direct materials used- in support of Item 002 shall be paid to the contractor in accordance with the provisions of the clause entitled "COST REIMBURSED MATERIALS" (See Clause G.1)			\$ 500.00	

PART I - SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

SCHEDULE IV

Fourth Year (Third Option Period)
October 1, 2004 - September 30, 2005

<u>Unit of Item</u>	<u>Service</u>	<u>Quantity</u>	<u>Unit of Service</u>	<u>Price</u>	<u>Amount</u>
001.	Perform custodial services at MMAC in accordance with Statement of Work (Atch 1) and Service Exhibits (Atch 4).				
001a.	* Service Exhibit Level 1	12	Mo.	\$114,200.	\$1,370,400.
001b.	Service Exhibit Level 2	12	Mo.	\$102,933.	\$1,235,196.
001c.	Service Exhibit Level 3	12	Mo.	\$091,665.	\$1,099,980.
	* See para 16 of SOW and Service Exhibits found at the end of the contract document.				
002.	Hourly Composite Rate ("Hourly Composite Rate" includes direct and indirect labor, overhead and profit.) For cleaning work not specifically included in the contract which may come up during the contract period as follows:				
002a.	Weekday Cleaning Work (between 6 a.m. and 4:30 p.m.)	50	Hrs.	\$15.19	\$759.50
002b.	Weekday Evening Cleaning Work (Between 4:30 p.m. and midnight)	50	Hrs.	\$15.19	\$759.50
002c.	Saturday/Sunday/Holiday/after hours Work (anytime day or night on week- ends, holidays or between midnight 6 a.m. on weekdays)	50	Hrs.	\$21.41	\$1,070.50
003.	Contractor Acquired Direct Materials				
	Contractor acquired direct materials used- in support of Item 002 shall be paid to the contractor in accordance with the provisions of the clause entitled "COST REIMBURSED MATERIALS" (See Clause G.1)				
				<u>ESTIMATED</u>	
				\$ 500.00	

PART I - SECTION B**SUPPLIES OR SERVICES AND PRICES/COSTS****SCHEDULE V**Fifth Year (Fourth Option Period)

October 1, 2005 - September 30, 2006

<u>Unit of Item</u>	<u>Service</u>	<u>Quantity</u>	<u>Unit of Service</u>	<u>Price</u>	<u>Amount</u>
001.	Perform custodial services at MMAC in accordance with Statement of Work (Atch 1) and Service Exhibits (Atch 4).				
001a.	* Service Exhibit Level 1	12	Mo.	\$114,200.	\$1,370,400.
001b.	Service Exhibit Level 2	12	Mo.	\$102,933.	\$1,235,196.
001c.	Service Exhibit Level 3	12	Mo.	\$091,665.	\$1,099,980.
	* See para 16 of SOW and Service Exhibits found at the end of the contract document.				
002.	Hourly Composite Rate ("Hourly Composite Rate" includes direct and indirect labor, overhead and profit.) For cleaning work not specifically included in the contract which may come up during the contract period as follows:				
002a.	Weekday Cleaning Work (Between 6 a.m. and 4:30 p.m.)	50	Hrs.	\$15.19	\$15.19
002b.	Weekday Evening Cleaning Work (Between 4:30 p.m. and midnight)	50	Hrs.	\$15.19	\$15.19
002c.	Saturday/Sunday/Holiday/after hours Work (anytime day or night on week- ends, holidays or between midnight 6 a.m. on weekdays)	50	Hrs.	\$21.41	\$21.41
003.	Contractor Acquired Direct Materials				
	Contractor acquired direct materials used- in support of Item 002 shall be paid to the contractor in accordance with the provisions of the clause entitled "COST REIMBURSED MATERIALS" (See Clause G.1)				
				<u>ESTIMATED</u>	
				\$ 500.00	

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**C.1 RESIDUAL CONTRACTOR INVENTORY (JANUARY 1997)**

CLA.1313

If there are parts, material or supplies which are obtained by the contractor but are not furnished, installed, or consumed in the performance of this contract, such items shall not be paid for by the Government. Such parts shall be kept separate from any Government-furnished property, at all times, and shall remain the property of the contractor.

C.2 WORK STATEMENT

The contractor shall furnish all necessary personnel, supplies, materials, and all cleaning equipment (but not limited to brooms, mops, pails, cloths, power-driver scrubbing machines, waxing and polish machines, vacuum cleaners, etc.,) required in the performance of janitorial services for buildings located at the Mike Monroney Aeronautical Center, 6500 South MacArthur Blvd., Oklahoma City, Oklahoma. Janitorial services shall be performed in accordance with the - Statement of Work (SOW) and all terms, conditions and provisions herein.

C.3 SPECIFICATIONS AND DRAWINGS

The following specifications and/or drawings are applicable to this acquisition:

(a) "Statement of Work for Janitorial Services at Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma," dated May 2001 (20 Pages) listed as Attachment I in Part III - Section J.

(b) FAA Drawing AMP-400-D-3586, Pages 1 through 79, listed as Attachment 2 in Part III - Section J.

(c) The Aeronautical Center is constantly undergoing changes. Buildings are either under renovation, scheduled for future renovation, or space within buildings is being modified. The estimated square footage listed on the drawings and in paragraph 19 of the SOW is the most current information available.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1999)**

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

- 3.10.4-4 INSPECTION OF SERVICES--FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)
(Applicable to CLIN 1)
- 3.10.4-5 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (APRIL 1996)
(Applicable to CLINs 2 and 3)

E.1 INSPECTION AND ACCEPTANCE

(a) Inspection and acceptance of Janitorial Services shall be conducted in accordance with Paragraph 15, "Inspection and Contractor's Log" of Attachment I. The Government will inspect work on a continuous, random sampling basis for complete compliance with the specifications and all the terms, conditions and provisions of the contract.

(b) The provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Services -- Fixed Price."

PART I SECTION F - DELIVERIES OR PERFORMANCE

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

- 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)
- 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)

F.1 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JANUARY 1997) CLA.1137

- (a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.
- (b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.
- (c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.
- (d) This clause shall not limit the Government's rights under the Default clause.

F.2 AUTHORIZED PERFORMANCE (JANUARY 1997) CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.3 TRANSITION AND PERIOD OF PERFORMANCE

This contract includes a 30-day transition period tentatively scheduled to begin September 1, 2001, followed by the base year of performance beginning October 1, 2001, and ending on September 30, 2002. The base year is followed by four 1-year option periods to be exercised at the sole discretion of the Government. In the event an award is delayed beyond the scheduled commencement date, the Government may reduce the base performance period to accommodate the September 30, 2002, ending date thus putting the contract on a fiscal year basis.

F.4 WORKING HOURS

See Attachment 1, Paragraph 3, Working Time and Scheduling Work.

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 OPTION TO EXTEND SERVICES (JANUARY 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.2 INVOICING PROCEDURES - GENERAL (JULY 1997)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to: FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913
- (2) Two copies to: FAA, Mike Monroney Aeronautical Center
NAS Contract Management Division (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

G.3 INCREMENTAL FUNDING (JANUARY 1997)

CLA.2604

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

G.4 COST REIMBURSED MATERIALS (Applicable to CLIN 3)

In addition to the requirements of Clause G.3 "Payment Procedures," additional instructions are as follows:

- (a) Only the cost of direct materials shall be allowable.
- (b) The price(s) paid for direct materials shall be based on an invoice or public voucher supported by a statement of cost incurred by the contractor and claimed to constitute allowable cost. Statement of cost incurred constitutes records or receipts indicating that cash, checks or other forms of actual payments have been made for the reimbursable materials.

G.5 ADMINISTRATIVE COST DEDUCTION

(a) To enable the Government to recoup for services specified in the contract, which are not performed by the contractor, deductions from monthly payments will be made in accordance with the following provisions:

(1) Daily	1/21 part of monthly charge
(2) Twice Weekly (Tuesday)	1/4 part of monthly charge
(3) Twice Weekly (Thursday)	1/4 part of monthly charge
(4) Weekly (Wednesday)	1/4 part of monthly charge
(5) Saturday/Sunday	1/4 part of monthly charge
(6) Monthly	Full monthly charge
(7) Twice Yearly	Full service charge
(8) Day Duty	1/21 part of monthly charge
(9) Floor Maintenance	1/21 part of monthly charge for each workday service that is deficient.

(b) The above deduct factor may be applied for any deviation from the contract, but will specifically be applied for the following reasons:

- (1) Contractor does not perform service in proper areas.
- (2) Contractor does not perform service at proper time.
- (3) Contractor does not perform service as directed by the Contracting Officer (providing the service is within the scope of the contract).
- (4) Contractor does not answer telephone or respond to paging units within 10 minutes of the first attempt by the Contracting Officer.
- (5) Contractor does not commence corrective action on trouble calls within 10 minutes after receiving notice from the Contracting Officer.
- (6) Contractor does not correct previously omitted or incorrect service.
- (7) Contractor does not complete control quantities of floor maintenance within 1 percent (1%) by target date.

(c) Deductions (except square foot basis) will be computed by multiplying the appropriate deduct factor x subitem unit price x number of days to be deducted = amount to be deducted from the monthly service charge. The deduct rate for the square foot basis is computed as follows:

$$\frac{A - B}{A} = C$$

$$C \times D = E$$

A = Contract floor maintenance sub-item (square feet)
B = Square feet of actual floor maintenance accepted
C = Deduct factor (percentage)
D = Monthly service charge
E = Amount to be deducted from monthly service charge

(d) Any dispute concerning the fact and/or amount of deduction shall be subject to the "Disputes" clause. The remedies of the Government provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

G.6 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (JUN 2001) CLA.0069

Upon learning that contractor personnel with authorized access to FAA facilities/resources has been charged by a law enforcement agency for any criminal offense other than minor traffic offense, the contractor shall provide written notification within one workday to the Contracting Officer. The Contracting Officer (CO) shall then notify the FAA Servicing Security Element (SSE) AMC-700 at the Aeronautical Center in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less. The contractor will be notified of the impact that the charge or results of the charge have on the contractor's affected personnel as soon as a determination is provided to the CO by the SSE.

H.2 SAFETY AND HEALTH (JANUARY 1997) CLA.0090

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees received appropriate and required safety, health, environmental, and equipment operational training. In fulfilling these requirements, the Contractor shall comply with:

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19A and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."

(b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(d) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall be equal to or exceed the level of protection provided to Government employees.

(e) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

H.3 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JANUARY 1997) CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that

new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shut down as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.4 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JULY 2001)
(AMENDMENT 001, 7/30/01)

CLA.1262

a. **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards- Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

b. **Government Screening Standards for Contractor Personnel.**

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

c. Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

d. If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request

for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

e. If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

f. The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

g. Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

h. Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

ATTACHMENT 1
SCREENING STANDARDS-CONTRACTOR

1. Record of conviction for illegal use or possession of intoxicants;
2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;
3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;
4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;
5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;
6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.
7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.

ATTACHMENT 2
***ADJUDICATIVE STANDARDS: ISSUES**
CLA 1262 (JUL 2001)

Major issues or conduct which standing alone would be disqualifying under suitability, for any position is a conviction record within the past 9 years, particularly for issues 1, 2, 4, 5, 6, or 8. In addition, a pattern is defined as two or more convictions or a combination of two or more issues of any or all of the items listed below.

1. **Issues related to use or possession of intoxicants:**
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.
2. **Issues related to illegal use/possession of controlled substances or marijuana:**
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating for sale.
3. **Issues related to financial responsibility:**
Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.
4. **Issues related to immoral conduct:**
Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.
5. **Issues related to honesty:**
Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.
6. **Issues related to disruptive or violent behavior:**
Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.
7. **Issues related to termination or forced resignation:**
Pattern of unemployability based on misconduct or delinquency as reflected in employment history.
8. **Issues related to firearms/weapons:**
Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.
9. **Miscellaneous issues:**
Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.

H.5 FAA FACILITY REGULATIONS (JUL 2001) (AMENDMENT 001, 7/30/01)

CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.6 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES
AND VEHICLE DECALS (JUNE 2001)

CLA.3403

(a) It may become necessary for the Government to issue keys, identification (ID) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Technical Representative (COTR).

When contract personnel who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three workdays. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, the contractor will forfeit any amount so withheld.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys and vehicle decals issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COTR, the Civil Aviation Security Division, AMC-700 and the Office of Facility Management, AMP-300.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid identification card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under AMS Clause 3.13-6 Contractor Personnel Suitability Requirements.

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by AMS Clause 3.13-6, Contractor Personnel Suitability Requirements, is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Civil Aviation Security Division, AMC-700 in the Airmen Records Building (ARB), Rm 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Civil Aviation Security Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be retained by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract personnel. Final clearance will be accomplished by close of business the final workday of the contract employee or the next day under special conditions. Aeronautical Center Form AC 3370-2, Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COTR, CO, and AMC-700 after completion.

H.7 CONTRACT PERFORMANCE WITH FORMER GOVERNMENT
EMPLOYEES (JANUARY 2000)

CLA.4527

(a) After contract award or the effective date this clause is incorporated into the contract by modification, the Contractor agrees not to allow any former Government employee, who separated from Government service with a Voluntary Separation Incentive Payment (VSIP), to perform work on this contract before receipt of non-objection by the Contracting Officer.

(b) The contractor shall notify the Contracting Officer in advance of any proposed work or change in work to be done under this contract by a former government "buyout" employee. Such written notification shall include:

- 1) employee's full name and date of separation from Government service,
- 2) name and location of former Government agency of employment, and
- 3) either evidence of any one of the following:
 - (i) repayment of the separation incentive or a court approved settlement, or
 - (ii) a waiver of repayment granted under authority of the statute(s) or
 - (iii) that five years have lapsed since separation from government service; or
- 4) proposed job title, work location and "a detailed statement of work to be performed by the

former employee" under the contract

(c) The contracting officer's non-objection described in (a) above is at the sole discretion of the Government. In no event shall the Government's decision under (a) above with respect to any person, or the length of time to arrive at the decision, constitute grounds for adjustment of the contract price, or the contract performance or delivery requirements.

H.8 AGREEMENT TO PARTICIPATE IN ALTERNATIVE
DISPUTE RESOLUTION (APRIL 1998)

CLA.4540

a. The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

b. The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.9 3.13-6 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS
(JULY 2001) (AS REVISED 7/25/01) (AMENDMENT 001, 7/30/01)

CLA.4543

a. Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

b. This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-I and/or 409, pertain.

c. Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

<u>Position</u>	<u>Risk Level</u>
Janitorial	5

d. Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

(2) One single sheet fingerprint card (FD-258). The FAA SSE will provide information pertaining to the location of fingerprinting facilities. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

(3) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

(4) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:
Mgr., Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(5) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

e. The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

f. No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

- (1) the submittal of all necessary forms within 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

g. As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

h. The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

i. The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

j. Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

k. If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

l. The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-l, and 409 of FAA Order 1600.72 do not apply.

H.10 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JULY 2001) (AMENDMENT 001, 7/30/01)

CLA.4544

a. All contractor personnel involved with the performance of this contract requiring access as defined by the Clause entitled 3.13-6 Contractor Personnel Suitability Requirements, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

b. Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

H.11 SECURITY FORMS SUBMITTAL REQUIREMENTS (JULY 2001)
(AMENDMENT 001, 7/30/01)

CLA.4545

a. The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause entitled 3.13-6 Contractor Personnel Suitability Requirements) security forms with the required transmittal letter to the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.

b. The applicable security forms are located on the Internet at <http://www.mmac.jccbi.gov/amq/security.htm> except for the Fingerprint Charts (Form No. FD-258) and ID Card Applications (DOT Form 1681) which will be provided by the COTR after contract award.

c. Any discrepancies/incomplete forms shall be returned to the contractor's Project Manager or in lieu thereof, to the Government's Contracting Officer's Technical Representative (COTR) for return to the contractor.

d. Failure on the contractor's part to submit complete, accurate and timely information (in whole or in part) may be grounds for termination under the Default clause of this contract.

H.12 TRANSITION REQUIREMENTS

(a) This contract contains a 30-day transition period to allow for a smooth transition in the change of work effort from the current contractor to the successor contractor.

(b) The contractor will be allowed access to the facilities to familiarize supervisors, key personnel and staff with current operation. Such access, however, will not interfere with the activities of current contract personnel. To preclude such interference, arrangements will be made with the Contracting Officer (CO) or the designated CO Representative (COR).

(c) The successor contractor will develop a transition plan. The transition plan will ensure that the transfer of duties and responsibilities from the incumbent contractor to the successor contractor is successful and smooth.

(d) At the completion of the transition period, the contractor will assume responsibility for all contract services.

H.13 PHASE OUT

In the event that the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly change over to the successor contractor pursuant to the requirements of AMS Clause 3.8.2-11, Continuity of Services, in Section I.

H.14 OPERATING/ORDERING PROCEDURES

Notwithstanding the ordering clauses included herein, delivery orders(s) issued hereunder will be for funding of the contract only. Each delivery order will specify the period for which it will cover. It will authorize the contractor to proceed with contract performance to the extent the total price does not exceed the dollar amount authorized by the delivery order. In no event will the cost of contractor's performance under the contract exceed the dollar amount authorized by the delivery order.

H.15 CONTRACTOR COMPLIANCE WITH FAA POLICIES

a. The contractor shall comply with all FAA policies affecting the FAA workplace environment. Examples of specific policies are:

- (1) Harrassment-free workplace.
- (2) Non-smoking workplace.
- (3) Firearms and other weapons.
- (4) Accident prevention and safety

b. The contractor shall obtain from the Contracting Officer information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or termination of the contract.

PART III - SECTION I - CONTRACT CLAUSES

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

- 3.1.8-1 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (OCTOBER 1999) (Applicable to contracts \$5,000,000 and above)
- 3.1.8-2 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (OCTOBER 1999) (Applicable to contracts \$5,000,000 and above)
- 3.2.2.3-33 ORDER OF PRECEDENCE (JANUARY 1999)
- 3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS
- DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APRIL 1996)
- 3.2.5-1 OFFICIALS NOT TO BENEFIT (APRIL 1996)
- 3.2.5-3 GRATUITIES OR GIFTS (JANUARY 1999)
- 3.2.5-4 CONTINGENT FEES (OCTOBER 1996)
- 3.2.5-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (APRIL 1996)
- 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
- 3.2.5-11 DRUG FREE WORKPLACE (APRIL 1996)
- 3.3.1-1 PAYMENTS (APRIL 1996)
- 3.3.1-5 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (APRIL 2001)
- 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
- 3.3.1-8 EXTRAS (APRIL 1996)
- 3.3.1-9 INTEREST (APRIL 96)
- 3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)
- 3.3.1-17 PROMPT PAYMENT (AUGUST 1998)
- 3.3.1-25 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (OCTOBER 1996)
- 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES--SEALED BID AND CERTAIN NEGOTIATED CONTRACTS (APRIL 1996)
- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (APRIL 1996)
- 3.5-3 PATENT INDEMNITY (APRIL 1996)
- 3.6.2-1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (APRIL 1996)
- 3.6.2-2 CONVICT LABOR (APRIL 1996)
- 3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)
- 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (JANUARY 1998)
- 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (APRIL 2000)
- 3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (JANUARY 1998)
- 3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APRIL 1996)
- 3.6.2-28 SERVICE CONTRACT ACT OF 1965, AS AMENDED (APRIL 1996)
- 3.6.2-30 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (APRIL 1996)
- 3.6.3-2 CLEAN AIR AND CLEAN WATER. (APRIL 96)
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (APRIL 1996)
- 3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996)
- 3.8.2-11 CONTINUITY OF SERVICES (APRIL 1996)
- 3.10.1-7 BANKRUPTCY (APRIL 1996)

- 3.10.1-12 CHANGES -- FIXED-PRICE (APRIL 1996)
- 3.10.1-12/ALT 1 CHANGES -- FIXED PRICE ALTERNATE I (APRIL 1996)
- 3.10.1-14 CHANGES -- TIME AND MATERIALS OR LABOR HOURS (APRIL 1996)
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- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCT 1996)
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- 3.13-2 SECURITY REQUIREMENTS (APRIL 1996)
- 3.13-8 FOREIGN NATIONALS AS CONTRACT EMPLOYEES (FEBRUARY 2000)

3.2.4-16 ORDERING (OCTOBER 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the end of the contract period, including any options.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$300,000;

(2) Any order for a combination of items in excess of \$1,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

3.2.4-19 REQUIREMENTS (OCTOBER 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)

The government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

3.2.5-5 ANTI-KICKBACK PROCEDURES (October 1996)

(a) Definitions.

(1) 'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

(2) 'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

(3) 'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

(4) 'Prime Contractor,' as used in this clause, means a person who has entered into a prime contract with the United States.

(5) 'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

(6) 'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

(7) 'Subcontractor,' as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

(8) 'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The contractor warrants that it has not and will not be:

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the Inspector General of the Department of Transportation or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may

(i) offset the amount of the kickback against any moneys owed by the United States under the prime contract and/or

(ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that moneys withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those moneys under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the moneys are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract.

3.3.1-10 AVAILABILITY OF FUNDS (APRIL 1996)

Funds are not presently available for this contract. The FAA's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

Funds are not presently available for performance under this contract beyond the FAA's current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the FAA's current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.4.1-10 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JULY 1996)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the "Schedule" or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing by letter or certificate of insurance, reflecting the FAA's contract number, that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Federal Aviation Administration's interest shall not be effective:

- (1) for such period as the laws of the State in which this contract is to be performed prescribe, or
- (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the "Schedule" or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies (reflecting the FAA's contract number to ensure proper filing of documents) available to the Contracting Officer upon request.

3.6.1-7 LIMITATIONS ON SUBCONTRACTING (AUGUST 1997)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor.

(b) Supplies (other than procurements from a regular dealer in such supplies). The prime contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The prime contractor shall perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The prime contractor shall perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Compute small business subcontracting labor cost percentages as follows:

Contractor Subcontractor

Direct Labor \$ _____ \$ _____

Allowable Overhead _____

Subtotal (A) _____ (B) _____

Labor G&A @ _____ % _____

Total Labor Costs (C) _____ (D) _____

To calculate the subcontracting percentage, first add Direct Labor and Allowable Overhead and enter the figures for the contractor in space (A) and for the subcontractor (if available)* in space (B).

Next, calculate Labor G & A by multiplying the G & A rate by the subtotal figure in space (A). Calculate subcontractor Labor G & A by multiplying the subcontractor's G & A rate by figure (B). Add the Labor G & A to the Subtotal and record that figure in the spaces for Total Labor Costs (C) and (D).

Now, using the formula $(D)/(C) + (D)$, calculate the subcontracting labor cost percentage.

*You need to be comparing as like figures as possible; therefore, if you have a breakdown of the subcontractor's costs, use it in the formulation above. If you do not have a breakdown of the subcontractors' costs, you should use the Total Subcontracting Amount for item (D), though you should still breakdown the contractor's costs.

3.6.1-8 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE SEDB CONCERNS (APRIL 2000)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) (1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.

(2) The [Offeror insert name here] will notify Luis Franco, the FAA Contracting Officer, in writing, immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (APRIL 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits*</u>
Janitor, WG-4	\$10.71

3.6.2-30 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT
(MULTIPLE YEAR AND OPTION CONTRACTS) (APRIL 1996)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

- (1) On-Site Manager
- (2) Alternate On-Site Manager
- (3) Shift Managers

3.8.2-21 KEY - BADGE REQUIREMENTS (AUGUST 1998)

The FAA may issue keys and badges to contractor personnel that require regular access to designated FAA work areas to perform contract work. The contractor shall assure that its personnel do not duplicate keys or use the keys and badges for other than the intended purpose which would be a violation of security procedures. Upon (1) contract completion, (2) contract termination, or (3) discontinuation of individual contractor personnel under the contract, the contractor shall immediately return the FAA badges and keys. The contractor shall return these items to issuing office with notification to the COTR. In the event the contractor fails to return all keys and badges, the FAA may withhold \$200 for each badge or key not returned. If the contractor does not return the badges or keys within 30 days from the date the withholding action was initiated, the contractor shall forfeit the withheld amount.

3.9.1-1 CONTRACT DISPUTES (AUGUST 1999)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

- (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- (2) The contract number and the name of the Contracting Officer;
- (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- (4) All information establishing that the contract dispute was timely filed;
- (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and
- (6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
400 7th Street, S.W., Room 8332,
Washington, DC 20590,
Telephone: (202) 366-6400, Facsimile: (202) 366-7400; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or
(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or
(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (APRIL 1996)

(a) This clause does not apply to firm-fixed-price contracts and fixed-price contracts with economic price adjustment. However, it does apply to subcontracts resulting from unpriced modifications to such contracts.

(b) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if the Contractor does not have an approved purchasing system and if the subcontract:

(1) Is proposed to exceed \$100,000; or

(2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services, that in the aggregate are expected to exceed \$100,000.

(c) The advance notification required by paragraph (b) above shall include-

(1) A description of the supplies or services to be subcontracted;

(2) Identification of the type of subcontract to be used;

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;

(4) The proposed subcontract price and the Contractor's cost or price analysis;

(5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;

(6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and

(7) A negotiation memorandum reflecting-

(i) The principal elements of the subcontract price negotiations;

(ii) The most significant considerations controlling establishment of initial or revised prices;

(iii) The reason cost or pricing data were or were not required;

(iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;

(vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(vii) A complete explanation of the incentive fee or profit plan when incentives are used.

The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(d) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

- (e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:
 - (1) of the acceptability of any subcontract terms or conditions,
 - (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or
 - (3) to relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.
- (h) The Government reserves the right to review the Contractor's purchasing system.

3.13-7 QUALIFICATIONS OF EMPLOYEES (JULY 2000)

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (JANUARY 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.2 LIABILITY INSURANCE (JANUARY 1997)

CLA.3212

- (a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:
 - (1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.
 - (2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.
 - (3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.
- (b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.
- (c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

- (d) Certificate holder address:

NAS Contract Management Div. (AMQ-240)
P. O. Box 25082
Oklahoma City, OK 73125

- (e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

I.3 VEHICLE ACCESS TO AIRCRAFT RAMP/HANGAR AREA (JANUARY 1997)

CLA.3401

(a) Contractor vehicles, including vehicles of suppliers and subcontractors, entering the Aeronautical Center aircraft ramp/hangar area (defined as that area east of Duke Avenue where access is limited by security guard or locked doors/gates), must display a ramp permit. The Contracting Officer is generally responsible for issuing ramp permits to contractors; however, in certain situations, the Contracting Officer may direct the contractor to obtain such ramp permits directly from the Director of Airports through the Airport Police Department. Applications for ramp permits may be obtained from the Airport Police Department or the Civil Aviation Security Division, AMC-700. After completion of the application, it shall be taken to AMC-700 for approval prior to taking it to the Airport Police Department for issuance of the ramp permit.

(b) Ramp permits are issued subsequent to the Contracting Officer's receipt of a current certificate of insurance for vehicle liability, furnished by the contractor, as follows:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Bodily injury	\$200,000 for each person \$500,000 for each occurrence
Property damage	\$1,000,000 for each accident

(c) The policy of insurance shall contain the following statements:

- (1) "The United States of America, acting by and through the Federal Aviation Administration, The City of Oklahoma City, and Oklahoma City Airport Trust, are additional insureds with respect to operations performed under this contract."
- (2) "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration, in care of the issuing office, 30 days in advance of any reduction in or cancellation of this policy."

(d) The address of the certificate holder shall be:

NAS Contract Management Division (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125

(e) In addition to (b) and (c) above, the contractor shall furnish to the Contracting Officer, at any time during the contract period, upon request by the Contracting Officer, a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

(f) Personnel accessing the hangars, line sheds or any area of the Air Operations Area (flight line) shall have the approved flight line identification card (FLID) worn on their outer clothing at all times. The FLID shall be issued only after submission of a completed Identification Card/Credential Application (DOT F-1681) and completion of the required personnel security investigations.

I.5 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.